

**DECISION**

**THE COMPTROLLER GENERAL  
OF THE UNITED STATES**  
WASHINGTON, D.C. 20548

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**FILE:** B-213842**DATE:** February 8, 1984**MATTER OF:** Overnite Transportation Company**DIGEST:**

Where government bill of lading showed 22 skids were accepted by carrier for shipment, and only 21 skids were delivered, a prima facie case of carrier liability has been established, and a clear seal record has not been established sufficient to rebut the prima facie case.

Overnite Transportation Company (OTC) requests review of our Claims Group (Claims) settlement which denied OTC's claim for reimbursement of \$3,904.08. The Department of the Air Force offset this amount from revenues to satisfy a claim for property allegedly lost during an Air Force shipment.

We deny the claim.

The shipment was received by OTC as a solid load, 37,330 pounds on 22 skids. Skids are a low platform on which material, here, for example, boxes, are set for handling and moving. The shipper, MB Associates, loaded the shipment on a trailer in the presence of the OTC driver who verified the count. A seal was applied to the trailer; however, the seal number was not recorded on the government bill of lading (GBL) or other shipping documents when the shipment was accepted by OTC's driver at origin. Thus, the Air Force contends it is impossible to tell whether the seal opened at destination was the same seal which was applied at origin. When the seal was broken open at destination, Robins Air Force Base, and the cargo unloaded, the shipment was missing one skid valued at \$3,904.08.

Claims concluded that a prima facie case of carrier liability was established since the GBL showed that 22 skids had been accepted by OTC for shipment and only 21 skids were delivered. As indicated by Claims, these facts constitute a prima facie case of carrier liability based on the loading of a specified number of skids and shortage at delivery. See U.S. v. Seaboard Coastline Ry., 384 F. Supp. 1103 (1974). Once a prima facie case has been established, the

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carrier must prove both freedom from negligence and that the loss of the property was due to one of the excepted causes relieving it of liability. Gulf Pacific Agricultural Coop., Inc., 54 Comp. Gen. 742.

OTC's driver had an opportunity to inspect the shipment at loading, verified the count, and accepted the GBL which specified 22 skids and contained no seal number. Furthermore, the record fails to show that the government requested exclusive use of the vehicle, which would require sealing of the vehicle against theft or loss and damage, and the keeping of precise seal records for shipper's load and count which places on the shipper responsibility for the load and count. Thus, we find without merit OTC's arguments that the Air Force was responsible for maintaining accurate seal records in this case and that it should not be held liable for this loss because of the Air Force's failure to keep accurate records. Apparently, the seal was placed on the vehicle for the convenience of the carrier and the carrier was not prohibited from breaking the seal and removing the contents for transfer or consolidation.

We recognize that delivery of a shipment with seals intact gives rise to a reasonable presumption that no loss occurred in transit. See Detroit St. S.L. R.R. v. United States, 105 F. Supp. 182 (N.D. Ohio 1952). However, here there was no clear seal record showing the seal at origin was the seal removed at destination. The origin GBL and shipping documents accepted by OTC at loading do not show the number of the seal applied to the trailer.

In these circumstances, the carrier has not rebutted the prima facie case of liability and we deny the claim.

for   
Comptroller General  
of the United States